

4014

1

2

3

BILL NO. S-78-03-30

4

SPECIAL ORDINANCE NO. S- 54-78

5

6

7

8

AN ORDINANCE approving a Contract for  
Sewer Improvement Resolution No. 298-1977  
(Phase II), between the City of Fort Wayne,  
Indiana and Spears-Dehner, Inc. for Rothman  
Road Sewer Installation at a cost of  
\$186,232.49.

9

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
INDIANA:

SECTION 1. That a certain Contract, dated March 22, 1978, between  
the City of Fort Wayne, Indiana, by and through its Mayor and the Board of  
Public Works, and Spears-Dehner, Inc., for:

Rothman Road Sewer Installation

under the Board of Public Works Sewer Improvement Resolution No. 298-1977  
(Phase II), at a total cost of \$186,232.49, all as more particularly set  
forth in said Contract which is on file in the Office of the Board of  
Public Works and is by reference incorporated herein and made a part  
hereof, be and the same is in all things hereby ratified, confirmed and  
approved.

SECTION 2. That this Ordinance shall be in full force and  
effect from and after its passage and approval by the Mayor.

John Guckels  
Councilman

23

24

25

26

27

28

29

30

31

32

33

34

35

APPROVED AS TO FORM  
AND LEGALITY,

Wm. H. McCall

CITY ATTORNEY

Read the first time in full and on motion by Nuckols, seconded by

Singa, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M.,E.S.T.

DATE: 3-28-78

Chuck W. Wellerman  
CITY CLERK

Read the third time in full and on motion by Nuckols, seconded by Singa, and duly adopted, placed on its passage.

PASSED (9-0-0) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>				
<u>BURNS</u>	<u>/</u>				
<u>HINGA</u>	<u>/</u>				
<u>HUNTER</u>	<u>/</u>				
<u>MOSES</u>	<u>/</u>				
<u>NUCKOLS</u>	<u>/</u>				
<u>SCHMIDT, D.</u>	<u>/</u>				
<u>SCHMIDT, V.</u>	<u>/</u>				
<u>STIER</u>	<u>/</u>				
<u>TALARICO</u>	<u>/</u>				

DATE: 4-11-78.

Chuck W. Wellerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. J-54-78 on the 11th day of April, 1978  
ATTEST: (SEAL)

Chuck W. Wellerman  
CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of April, 1978, at the hour of 11:30 o'clock A.M.,E.S.T.

Chuck W. Wellerman  
CITY CLERK

Approved and signed by me this 17th day of April, 1978, at the hour of 11 o'clock M.,E.S.T.

Ralph E. Armstrong  
MAYOR

Bill No. S-78-03-30

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a Contract for Sewer Improvement Resolution No. 298-1977 (Phase II)  
between the City of Fort Wayne, Indiana and Spears-Dehner, Inc. for Rothman  
Road Sewer Installation at a cost of \$186,232.49.

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

*John Nuckols*  
*Paul Burns*  
*Winfield Moses Jr.*  
*Donald Schmidt*  
*James Stier*

✓-11-78

CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

# CONTRACT AND BOND

This Agreement, Made and entered into as of the 22 day of

March

1978

by and between Spears - Dehner, Inc.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct a sanitary sewer described as follows:

Beginning at a pro.MH. located 40± L.F. East of and 55± L.F. north of the centerline intersection of St. Joe Road and Rothman Road. Thence, continuing south 97± L.F. to a proposed manhole located 25± L.F. south of the centerline of Rothman Road; thence continuing southeasterly 3513± L.F. along and parallel with the south right-of-way line of Rothman Road to a proposed manhole located 25± L.F. South of and 750± L.F. east of the centerline intersection of Rothman Road and Denise Road; thence northeasterly 63± L.F. terminating at an existing sanitary sewer manhole located 20± L.F. north of and 800± L.F. east of the intersection of Rothman Road and Denise Road.

This will terminate Phase II of this project.

Said sewer shall be 15" and 24" in diameter.  
for the Following Prices

SEE EXHIBIT "A"

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of sanitary sewer Improvement Resolution No. 298-77 (PHASE II) and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 180 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 3rd

day of March 1978

ATTEST

Lowell Dehner  
Corporate Secretary TREASURER

Spears - Dehner Inc.

by Donald J. Spears  
its Pres.

Contractor, party of the first part.

This contract approved by us this 22

day of March 1978

Penny P. Wehnenberg  
John J. La Mar

BOARD OF PUBLIC WORKS,  
Party of the second part.

ATTEST  
May G. Scott  
Ursula Miller  
CLERK

Mayor

# LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_

SPEARS - DEHNER INC.

as principal and United States Fidelity and Guaranty Company

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred Eighty-six Thousand Two Hundred Thirty-two and 49/100 Dollars (\$186,232.49) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_

day of \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of One (1) year, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 28th day of February 19 78

ATTEST

*Gerald D. Hume*  
Corporate Secretary TREASURER

SPEARS - DEHNER INC. (SEAL)

By *James G. Scott* (SEAL)

*Lane J. Ross* (SEAL)

Attorney-in-fact (SEAL)

United States Fidelity and Guaranty Company

Approved this 22 day of \_\_\_\_\_

*March* 19 78

*Henry J. Wehrberg*  
~~*Edgar H. Larson*~~  
*May G. Scott*

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

*Henry J. Butler*  
Associate CITY ATTORNEY

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5,68,69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, Page 545, being I.C. 22-3-2-14). It is further stipulated that any judgment rendered against the City of Ft. Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

# GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_

SPEARS - DEHNER, INC.

Contractors

as principal and UNITED STATES FIDELITY AND GUARANTY COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred

Eighty-six thousand two hundred thirty-two and 49/100 Dollars (\$186,232.49)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said \_\_\_\_\_

SPEARS - DEHNER, INC.

did on the \_\_\_\_\_ day of \_\_\_\_\_ enter into a contract with the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and

along Rothman Road, described as follows: Beginning at a point located 40± LF east of and 55± LF North of the centerline intersection of St. Joe Road and Rothman Road. Thence, continuing south 97± LF to a proposed manhole located 25± LF south of the centerline of Rothman Road; thence continuing southeasterly 3513± LF along and paralleled with the south right-of-way line of Rothman Road to a proposed manhole located 25± LF South of and 750± LF east of the centerline intersection of Rothman Road and Denise Road; thence northeasterly 69± LF terminating at an existing sanitary sewer manhole located 20± LF north of and 800± LF east of the intersection of Rothman Road and Denise Road. This will terminate Phase II of this project. Said sewer shall be 15" and 24" in diameter.

according to certain plans and specifications, and also warranting and guaranteeing the work, material and conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said SPEARS - DEHNER, INC.

shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 28th day of February 19 78

SPEARS - DEHNER, INC.

(SEAL)

ATTEST

*Israel Dehner*  
Corporate Secretary TREASURER

By *Isreal Dehner*

(SEAL)

*Lane I Ross*

(SEAL)

Attorney-in-fact

Approved this 22 day of March, 19 78 United States Fidelity and Guaranty Company

*Henry P. Wehnenberg*  
*E. D. Palmer*

*May G. Acker*  
Board of Public Works.

ATTEST:  
*Ursula Miller*  
CLERK

DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE BOARD  
CITY HALL

To Whom It May Concern:

Fort Wayne, Ind.,

19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE BOARD  
CITY HALL

To Whom It May Concern:

Fort Wayne, Ind.,

19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

No. 19  
CONTRACT AND BOND  
of

for

Amount of Bond

Approved: \_\_\_\_\_ Dollars

Board of Public Works.

Recorded in Contract Record Book No. \_\_\_\_\_

Page \_\_\_\_\_ Recorded in \_\_\_\_\_ Imp. Res.

Record Book No. \_\_\_\_\_ Page \_\_\_\_\_

Improvement Resolution No. 19

Cost per Lineal foot \$ \_\_\_\_\_

Assessment Roll Approved \_\_\_\_\_

Final Estimate Approved \_\_\_\_\_

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. .... 86572 .....

*Know all Men by these Presents:*

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne , State of Indiana  
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surely to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January , A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By..... Thomas A. Zecha .....

Vice-President.

(SEAL)

(Signed) ..... Ray H. Britt .....

Assistant Secretary.

STATE OF MARYLAND, } ss:  
BALTIMORE CITY,

On this 9th day of January , A. D. 1976, before me personally came Thomas A. Zecha , Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt , Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19...78..

(SEAL) (Signed) ..... Herbert J. Aull .....

Notary Public.

STATE OF MARYLAND } Sct.  
BALTIMORE CITY,

I, Robert H. Bouse , Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull , Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January , A. D. 1976

(SEAL) (Signed) ..... Robert H. Bouse .....

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognition, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Ross

of Fort Wayne, Indiana, authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on February 28, 1978  
(Date)

*Richard Calder*  
Assistant Secretary

ROTHMAN ROAD - MAPLECREST ROAD SANITARY SEWER INTERCEPTOR  
 RES. 298-77  
 PHASE II

24" RCP (CLASS IV) STD. M.H. TYPE I-A	THIRTY-SIX AND 45/100 DOLLARS ONE THOUSAND TWO HUNDRED FORTY AND 00/100 DOLLARS	\$ 36.45 1,240.00
#53 or #73 BACKFILL BROADCAST SEEDING	ELEVEN AND 70/100 DOLLARS	11.70
10" DEEP STRENGTH ASPHALT (FOR TRENCH)	0.35/100 DOLLARS	0.35
2" ASPHALTIC SURFACE ( $\frac{1}{2}$ " SURFACE 1 $\frac{1}{2}$ " BINDER)	TWENTY FOUR AND 00/100 DOLLARS	24.00
4" & 12" FIELD TILE REPLACEMENT	SIX AND 35/100 DOLLARS	6.35
LANDSCAPING. (1" - 3" TREES)	FOUR AND 90/100 DOLLARS	4.90
GUARD RAIL (REMOVE & REPLACE)	SIXTY AND 00/100 DOLLARS	60.00
15" RCP (CLASS V)	EIGHT AND 00/100 DOLLARS	8.00
14" D.I.P. (CL.53) CEMENT LINED	TWENTY SIX AND 66/100 DOLLARS	26.66
STD. M.H. TYPE V-A	TWENTY EIGHT AND 00/100 DOLLARS	28.00
	TWO THOUSAND SIX HUNDRED TEN AND 00/100.	/ 2,610.00
SPECIAL BACKFILL	THIRTEEN AND 00/100	13.00
SEEDING WITH 2" MULCH	0.35/100 DOLLARS	0.35
6" CONCRETE (DRIVEWAYS)	TWENTY AND 00/100 DOLLARS	20.00
4" ASPHALTIC SURFACE (DRIVEWAYS)	TWELVE AND 65/100 DOLLARS	12.65
6" CRUSHED STONE (DRIVEWAYS)	TWO AND 20/100 DOLLARS	2.20
DOUBLE CHIP AND SEAL	NINE AND 50/100 DOLLARS	9.50
12" ACP (CLASS 100) FORCE MAIN REPLACEMENT	NINE AND 32/100 DOLLARS	9.32
12" REVETMENT RIPRAP	FOUR AND 00/100 DOLLARS	4.00
12" CMP REPLACEMENT GAGE 16	FOURTEEN AND 40/100 DOLLARS	14.40
2' x 6' x 15' CONCRETE ENCASEMENT	ONE THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS	1,350.00

ALTERNATES

GUARD RAIL REPLACEMENT - NEW	TEN AND 00/100 DOLLARS	10.00
------------------------------	------------------------	-------

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five (\$5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

IN RE:

## WAGE SCALE

CODE: S-SKILLED  
 SS-SEMI SKILLED  
 US-UNSKILLED  
 IF-INDUSTRIAL FUND  
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JANUARY, FEBRUARY AND MARCH, 1978.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

## TRADES OR OCCUPATION

	CLASS	RATE PER HR.	H.S.W.	PEN.	VAC.	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	12.55	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING) (HIGHWAY)	S	10.17		6%		7	2if
	S	10.23	60	60		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.60	50	18+30		6	
ELEVATOR CONSTRUCTOR	S	10.91	74½	56	8%	6	
GLAZIER	S	10.20		25	40	4	25Cholidays
IRON WORKER	S	11.20	90	1.05		2	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	7.25-7.55	60	45		9	
	S-US	7.60-8.45	70	50		9	
	S-US-SS	7.60-8.40	70	50		8	
LATHER	S	10.07		60		1	2if
HILLWRIGHT & PILEDRIVER	S	10.50		6%		7	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	7.90-11.00	40	55		8	
	S-SS-US	7.96-10.30	40	40		8	
	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	64misc.
PLASTERER	S	9.27	60	40			
PLUMBER & STEAMFITTER	S	11.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.10-10.10					
ROOFER	S	9.45		10			
SHEETMETAL WORKER	S	11.48	50	60		10	11if
TEAMSTER (BUILDING) (HIGHWAY)	S-SS US	8.68-9.63	23.00p	23.00p			
	S-SS-US	8.23-8.83	23.50p	28.00p			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 29 DAY OF Dec 1977

Wayne T. Kehler  
REPRESENTING GOVERNOR, STATE OF INDIANA  
Henry P. Wherberg  
REPRESENTING THE AWARDING AGENT  
Fred. M. Rice  
REPRESENTING STATE A.F.L. & C.I.O.

*4014*

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR SEWER IMPROVEMENT RESOLUTION NO. 298-77

PHASE II, ROTHMAN ROAD SEWER - SPEARS-DEHNER, INC., CONTRACTOR

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*8-78-03-20*

SYNOPSIS OF ORDINANCE CONTRACT FOR SEWER IMPROVEMENT RESOLUTION NO. 298-77, (PHASE II), ROTHMAN

ROAD SEWER INSTALLATION, SPEARS-DEHNER, INC., CONTRACTOR FOR THE PROJECT, IN THE AMOUNT

OF \$186,232.49

(CONTRACT ATTACHED)

(PRIOR APPROVAL ACQUIRED FEBRUARY 22, 1978)

EFFECT OF PASSAGE INSTALLATION OF SEWER TO SERVE ST. JOE, ROTHMAN AND DENISE ROADS AREA

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SEWER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$186,232.49 FROM CITY UTILITIES

ASSIGNED TO COMMITTEE

EP

*Public Works*